

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**CHARGE AGAINST EMPLOYER****DO NOT WRITE IN THIS SPACE**Case  
12-CA-298356Date Filed  
June 23, 2022**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

**1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT**

a. Name of Employer Ethos Risk Services		b. Tel. No. (866) 783-0525
		c. Cell No.
		f. Fax. No.
d. Address (Street, city, state, and ZIP code) 300 1st Ave S #300, St.  FL St. Petersburg 33701	e. Employer Representative (b) (6), (b) (7)(C)	g. e-mail (b) (6), (b) (7)(C)@e hosrisk.com
		h. Number of workers employed 200
i. Type of Establishment (factory, mine, wholesaler, etc.) Insurance (Miscellaneous)	j. Identify principal product or service Investigations	

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 1,4 of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

**2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)**

--See additional page--

(b) (6), (b) (7)(C) filing charge (if labor organization, give full name, including local name and number)

4a. Address (Street and number, city, state, and ZIP code)  (b) (6), (b) (7)(C)	4b. Tel. No. (b) (6), (b) (7)(C)
	4c. Cell No.
	4d. Fax No.
	4e. e-mail (b) (6), (b) (7)(C)

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

**6. DECLARATION**

I declare that I have read the above charge and that the statements  
are true to the best of my knowledge and belief.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(signature of representative or person making charge)

(Print/type name and title or office, if any)

(b) (6), (b) (7)(C)

Address

Date 06/23/2022 04:09:41 PM

Tel. No. (b) (6), (b) (7)(C)
Office, if any, Cell No.
Fax No.
e-mail (b) (6), (b) (7)(C)

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)  
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

## Basis of the Charge

### 8(a)(1)

Within the previous six months, the Employer discharged an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, protesting terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee discharged	Approximate date of discharge
(b) (6), (b) (7)(C)	(b) (6), (b) (7) /2022

### 8(a)(1)

Within the previous six months, the Employer disciplined or retaliated against an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, discussing wages, hours, or other terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee disciplined/retaliated against	Type of discipline/retaliation	Approximate date of discipline/retaliation
(b) (6), (b) (7)(C)	reprimanded - reduction in responsibilities	(b) (6), (b) (7) /2022

### 8(a)(1)

Within the previous six months, the Employer disciplined or retaliated against an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, protesting terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee disciplined/retaliated against	Type of discipline/retaliation	Approximate date of discipline/retaliation
(b) (6), (b) (7)(C)	Reduction of Role - "driven out" or employment	(b) (6), (b) (7) /2022

### 8(a)(4)

Within the previous six months, the Employer disciplined or retaliated against an employee(s) because the employee(s) filed charges or cooperated with the NLRB.

Name of employee disciplined/retaliated against	Type of discipline/retaliation	Approximate date of discipline/retaliation
(b) (6), (b) (7)(C)	"walked out" - final pay held	(b) (6), (b) (7) /2022

### 8(a)(1)

Within the previous six-months, the Employer has interfered with, restrained, and coerced its employees in the exercise of rights protected by Section 7 of the Act by maintaining work rules that prohibit employees from discussing wages, hours, or other terms or conditions of employment.



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 12  
201 E Kennedy Blvd Ste 530  
Tampa, FL 33602-5824

Agency Website: [www.nlr.gov](http://www.nlr.gov)  
Telephone: (813)228-2641  
Fax: (813)228-2874



Download  
NLRB  
Mobile App

June 28, 2022

(b) (6), (b) (7)(C)

Re: Ethos Risk Services  
Case 12-CA-298356

Dear (b) (6), (b) (7)(C):

The charge that you filed in this case on June 23, 2022, has been docketed as case number 12-CA-298356. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

**Investigator:** This charge is being investigated by Intern Sarah Allie whose telephone number is (813)553-6748. If this Board agent is not available, you may contact Resident Officer Shelley B. Plass whose telephone number is (786)812-7987.

**Right to Representation:** You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, [www.nlr.gov](http://www.nlr.gov), or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

**Presentation of Your Evidence:** As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board

agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

**Preservation of all Potential Evidence:** Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

**Prohibition on Recording Affidavit Interviews:** It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

**Correspondence:** All documents submitted to the Region regarding your case MUST be filed through the Agency's website, [www.nlrb.gov](http://www.nlrb.gov). This includes all formal pleadings, briefs, as well as affidavits, documentary evidence, and position statements. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format).

If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge. If you cannot e-file your documents, you must provide a statement explaining why you do not have access to the means for filing electronically or why filing electronically would impose an undue burden.

In addition, this Region will be issuing case-related correspondence and documents, including complaints, compliance specifications, dismissal letters, deferral letters, and withdrawal letters, electronically to the email address you provide. Please ensure that you receive important case-related correspondence, please ensure that the Board Agent assigned to your case has your preferred email address. These steps will ensure that you receive correspondence faster and at a significantly lower cost to the taxpayer. If there is some reason you are unable to receive correspondence via email, please contact the agent assigned to your case to discuss the circumstances that prevent you from using email.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, [www.nlrb.gov](http://www.nlrb.gov) or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink that reads "David Cohen". The signature is written in a cursive, flowing style.

David Cohen  
Regional Director



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 12  
201 E Kennedy Blvd Ste 530  
Tampa, FL 33602-5824

Agency Website: [www.nlr.gov](http://www.nlr.gov)  
Telephone: (813)228-2641  
Fax: (813)228-2874



Download  
NLRB  
Mobile App

June 28, 2022

(b) (6), (b) (7)(C)

Ethos Risk Services  
300 1st Ave S #300, St.  
St. Petersburg, FL 33701

Re: Ethos Risk Services  
Case 12-CA-298356

Dear (b) (6), (b) (7)(C)

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

**Investigator:** This charge is being investigated by Intern Sarah Allie whose telephone number is (813)553-6748. If this Board agent is not available, you may contact Resident Officer Shelley B. Plass whose telephone number is (786)812-7987.

**Right to Representation:** You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, [www.nlr.gov](http://www.nlr.gov), or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

**Presentation of Your Evidence:** We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor requests to limit our use of position statements or evidence. Specifically, any material you submit may be introduced as evidence at a hearing before an administrative law judge regardless of claims of confidentiality. However, certain evidence produced at a hearing may be protected from public disclosure by demonstrated claims of confidentiality.

Further, the Freedom of Information Act may require that we disclose position statements or evidence in closed cases upon request, unless an exemption applies, such as those protecting confidential financial information or personal privacy interests.

**Preservation of all Potential Evidence:** Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

**Prohibition on Recording Affidavit Interviews:** It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

**Correspondence:** All documents submitted to the Region regarding your case MUST be filed through the Agency's website, [www.nlr.gov](http://www.nlr.gov). This includes all formal pleadings, briefs, as well as affidavits, documentary evidence, and position statements. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format).

If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge. If you cannot e-file your documents, you must provide a statement explaining why you do not

have access to the means for filing electronically or why filing electronically would impose an undue burden.

In addition, this Region will be issuing case-related correspondence and documents, including complaints, compliance specifications, dismissal letters, deferral letters, and withdrawal letters, electronically to the email address you provide. Please ensure that you receive important case-related correspondence, please ensure that the Board Agent assigned to your case has your preferred email address. These steps will ensure that you receive correspondence faster and at a significantly lower cost to the taxpayer. If there is some reason you are unable to receive correspondence via email, please contact the agent assigned to your case to discuss the circumstances that prevent you from using email.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, [www.nlr.gov](http://www.nlr.gov) or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink that reads "David Cohen". The signature is written in a cursive, flowing style.

David Cohen  
Regional Director

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire



## QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME	CASE NUMBER 12-CA-298356
-----------	-----------------------------

## 1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)

## 2. TYPE OF ENTITY

☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify )

## 3. IF A CORPORATION or LLC

A. STATE OF INCORPORATION OR FORMATION	B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES
--	--

## 4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS

## 5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR

## 6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).

## 7A. PRINCIPAL LOCATION:

## 7B. BRANCH LOCATIONS:

## 8. NUMBER OF PEOPLE PRESENTLY EMPLOYED

## A. TOTAL:

## B. AT THE ADDRESS INVOLVED IN THIS MATTER:

9. DURING THE MOST RECENT (Check the appropriate box): ☐ CALENDAR ☐ 12 MONTHS or ☐ FISCAL YEAR (FY DATES \_\_\_\_\_)

	YES	NO
A. Did you provide services valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value. \$ _____		
B. If you answered no to 9A, did you provide services valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided. \$ _____		
C. If you answered no to 9A and 9B, did you provide services valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$ _____		
D. Did you sell goods valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$ _____		
E. If you answered no to 9D, did you sell goods valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$ _____		
F. Did you purchase and receive goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$ _____		
G. Did you purchase and receive goods valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$ _____		
H. Gross Revenues from all sales or performance of services (Check the largest amount) <input type="checkbox"/> \$100,000 <input type="checkbox"/> \$250,000 <input type="checkbox"/> \$500,000 <input type="checkbox"/> \$1,000,000 or more If less than \$100,000, indicate amount.		
I. Did you begin operations within the last 12 months? If yes, specify date: _____		

## 10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?

☐ YES ☐ NO (If yes, name and address of association or group).

## 11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS

NAME	TITLE	E-MAIL ADDRESS	TEL. NUMBER
------	-------	----------------	-------------

## 12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)	SIGNATURE	E-MAIL ADDRESS	DATE
--------------------------------	-----------	----------------	------

## PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.



NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

(b) (6), (b) (7)(C)

and  
ETHOS RISK SERVICES, LLC

CASE 12-CA-298356

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY  
NATIONAL LABOR RELATIONS BOARD  
Washington, DC 20570

☐ GENERAL COUNSEL  
NATIONAL LABOR RELATIONS BOARD  
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF \_\_\_\_\_  
Ethos Risk Services, LLC

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☒ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: Katherine B. Brezinski, Esquire	
MAILING ADDRESS: Jackson Lewis P.C., 501 Riverside Avenue, Suite 902, Jacksonville, FL 32202	
E-MAIL ADDRESS: katherine.brezinski@jacksonlewis.com	
OFFICE TELEPHONE NUMBER: (904) 638-2672	
CELL PHONE NUMBER:	FAX: (904) 638-2656
SIGNATURE:  (Please sign in ink.)	
DATE:	

<sup>1</sup> IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

(b) (6), (b) (7)(C)

and  
ETHOS RISK SERVICES, LLC

CASE 12-CA-298356

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY  
NATIONAL LABOR RELATIONS BOARD  
Washington, DC 20570

☐ GENERAL COUNSEL  
NATIONAL LABOR RELATIONS BOARD  
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF \_\_\_\_\_  
Ethos Risk Services, LLC

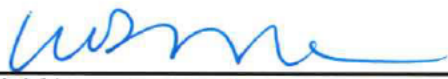
IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☒ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: William R. Moseley, Esquire  
MAILING ADDRESS: Jackson Lewis P.C., 501 Riverside Avenue, Suite 902, Jacksonville, FL 32202  
E-MAIL ADDRESS: william.moseley@jacksonlewis.com  
OFFICE TELEPHONE NUMBER: (904) 638-2653  
CELL PHONE NUMBER: \_\_\_\_\_ FAX: (904) 638-2656  
SIGNATURE:   
(Please sign in ink.)  
DATE: 4/14/2023

<sup>1</sup> IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

IN THE MATTER OF  
Ethos Risk Services, LLC

Case 12-CA-298356

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

**POSTING OF NOTICE** — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them at the blackboard in the kitchen/breakroom area at the Employer's facility located at 300 1<sup>st</sup> Avenue, Suite 300, St. Petersburg, Florida. During the first, fourth, and seventh weeks of the 60-day notice posting period the Charged Party will e-file with the Regional Director of Region 12 at [www.nlrb.gov](http://www.nlrb.gov) current dated photographs (containing the metadata) of all posted Notices. Furthermore, the Charged Party agrees to grant agents of the National Labor Relations Board access to its premises for the purposes of confirming that the Notices are posted pursuant to the terms of this Agreement.

**E-MAILING OF NOTICE** — The Charged Party will forward emails to all current and former employees who have been employed by the Charged Party from January 28, 2022, to the approval of this Agreement, a copy of the signed Notice in English, and in additional languages if the Regional Director decides that it is appropriate to do so. The e-mail transmitted with the Notice attached will state only: "We are distributing the attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 12 of the National Labor Relations Board in 12-CA-298356." To document its compliance with this requirement, the Charged Party will e-file with Region 12 via the Agency's e-filing portal at [www.nlrb.gov](http://www.nlrb.gov), a copy of the e-mail with all the recipients' e-mail addresses visible, along with a copy of the emailed Notice, and a completed Certification of Posting form.

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

**BACKPAY** — Within 14 days from approval of this agreement, the Charged Party will make whole the employee named below by payment to him of the amounts opposite his name. The Charged Party will make appropriate withholdings from the backpay amount. No withholdings shall be made from the interim expenses, interest or excess tax amounts. The Charged Party will compensate the named employee for the adverse tax consequences, if any, of receiving a lump-sum backpay award. Within 21 days from approval of this agreement, the Charged Party will provide the Regional Director with a Backpay Report allocating the backpay payment to the appropriate calendar years, and a copy of the 2022 W-2 form for the named employee reflecting the backpay award.

Employee	Backpay	Interest	Excess Tax Liability
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)

**LETTER TO** (b) (6), (b) (7)(C) — Within 14 days of approval of this Agreement, the Charged Party shall send the letter described below by United States mail to (b) (6), (b) (7)(C) and by email to (b) (6), (b) (7)(C). The Charged Party shall e-file a copy of the letter and the email message to which the letter is attached with the Regional Director for Region 12 at [www.nlrb.gov](http://www.nlrb.gov). The

Initials: (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)



letter shall be on the Charged Party's letterhead, addressed to (b) (6), (b) (7)(C) dated, and shall be signed by (b) (6), (b) (7)(C) The letter shall state:

Ethos Risk Services, LLC has removed from our files all references to your discharge. Your discharge will not be used against you in any way. We apologize for any hardship or distress caused by your discharge. We will respect the rights of all of our employees to communicate with coworkers about charges filed under the National Labor Relations Act, and to talk to coworkers and outside parties about rates of pay, wages, hours of work, and other terms and conditions of employment.

**NOTICE OF RESCISSION OF RULES AND POLICIES** – Within 14 days of approval of this Agreement, the Charged Party shall provide the Regional Director for Region 12, by efile at [www.nlrb.gov](http://www.nlrb.gov), the email to all employees rescinding the portions of the Employee Handbook, non-disclosure agreement(s), confidentiality agreement(s), and other rules and policies, as required by the Notice to Employees, and a completed certification of compliance.

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

**PARTIES TO THE AGREEMENT** — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

**AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY** — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes \_\_\_\_\_  
Initials

No (b) (6), (b) (7)(C) \_\_\_\_\_  
Initials

**PERFORMANCE** — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that

Initials: (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Charged Party agrees that the Board may then issue an order providing, as elected by the Regional Director, a full remedy for the violations found as is appropriate to remedy such violations, and/or an order requiring the Charged Party to perform terms of this settlement agreement as specified by the Regional Director. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

**NOTIFICATION OF COMPLIANCE** — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

<b>Charged Party</b> <b>Ethos Risk Services, LLC</b>		<b>Charging Party</b> <b>(b) (6), (b) (7)(C), an Individual</b>	
By:	Name and Title	Date	5/25/23
	(b) (6), (b) (7)(C)		
Print Name and Title below (b) (6), (b) (7)(C)			
<b>Recommended By:</b>		<b>Approved By:</b>	
Date		Date	
<i>/s/ Dharma A. Wilson</i>		<i>David Cohen</i>	
6/5/23		June 5, 2023	
Dharma A. Wilson Senior Field Attorney		David Cohen Regional Director, Region 12	

Initials: (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)



(To be printed and posted on official Board notice form)

**THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**YOU HAVE THE RIGHT** to freely speak with coworkers and outside parties about rates of pay, wages, hours of work, and other terms and conditions of employment and **WE WILL NOT** do anything to interfere with your exercise of that right.

**WE WILL NOT** prohibit you from discussing rates of pay, wages, hours of work, or other terms and conditions of employment with coworkers or outside parties.

**WE WILL NOT** discharge you or otherwise discriminate against you because you communicate with coworkers about charges filed under the National Labor Relations Act.

**WE WILL NOT** maintain or enforce any rules or policies that define or characterize employee names, wages, salaries, "any documentation provided by the company," rates of pay, hours of work, or other terms and conditions of employment as confidential information, or that prohibit employees from communicating with coworkers and/or outside parties about such information.

**WE WILL NOT** in any like or related manner interfere with, restrain, or coerce employees in the exercise of the above-stated rights guaranteed under Section 7 of the National Labor Relations Act.

**WE WILL** rescind the following terms from the examples of confidential information listed in the Non-Disclosure section of our Employee Handbook: lists of investigators/employees, wage and salary information, and "any documentation provided by the company."

**WE WILL** rescind from our non-disclosure agreements, confidentiality agreements, and other rules and policies that have been proffered to and/or signed by employees, all provisions that are inconsistent with the above terms of this Notice.

**WE WILL** specify to all of our employees by electronic mail the rescissions of portions of our Employee Handbook, non-disclosure agreements, confidentiality agreements, and other rules and policies that are required pursuant to the above provisions of this Notice.

**WE WILL** pay (b) (6), (b) (7)(C) for the wages and other benefits (b) (6), (b) (7)(C) lost as a result of (b) (6), (b) (7)(C) discharge, plus interest, and **WE WILL** make (b) (6), (b) (7)(C) whole for any other consequential damages suffered as a result of (b) (6), (b) (7)(C) discharge on (b) (6), (b) (7)(C) 2022, including reasonable search-for-work and interim employment expenses, plus interest. (b) (6), (b) (7)(C) is not entitled to reinstatement to (b) (6), (b) (7)(C) former job or a substantially equivalent job because on (b) (6), (b) (7)(C) 2022, (b) (6), (b) (7)(C) had submitted (b) (6), (b) (7)(C) resignation effective on (b) (6), (b) (7)(C) 2022.

Initials: \_\_\_\_\_

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)



WE WILL remove from our files all references to the discharge of (b) (6), (b) (7)(C) and WE WILL notify (b) (6), (b) (7)(C) in writing that this has been done, that the discharge will not be used against (b) (6), (b) (7)(C) in any way, and that we apologize to (b) (6), (b) (7)(C) for any hardship or distress caused by (b) (6), (b) (7)(C) discharge, and assure (b) (6), (b) (7)(C) that we will respect the rights of our employees to communicate with coworkers about charges filed under the National Labor Relations Act, and to talk to coworkers and outside parties about rates of pay, wages, hours of work, and other terms and conditions of employment.

WE WILL compensate (b) (6), (b) (7)(C) for the adverse tax consequences, if any, of receiving a lump-sum backpay award.

WE WILL file with the Regional Director for Region 12 a report allocating the backpay award for (b) (6), (b) (7)(C) to the appropriate calendar year(s) and a copy of the W-2 form for (b) (6), (b) (7)(C) reflecting (b) (6), (b) (7)(C) backpay award.

---

**ETHOS RISK SERVICES, LLC**

(Employer)

Dated: 5/24/2023

By: \_\_\_\_\_

(b) (6), (b) (7)(C)

(Representative)

(b) (6), (b) (7)(C)

(Title)

---

*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Callers who are deaf or hard of hearing who wish to speak to an NLRB representative should send an email to [relay.service@nlrb.gov](mailto:relay.service@nlrb.gov). An NLRB representative will email the requestor with instructions on how to schedule a relay service call.*

**National Labor Relations Board, Region 12 Telephone: (813)228-2641**

**201 E Kennedy Blvd Ste 530**

**Hours of Operation: 8 a.m. to 4:30 p.m.**

**Tampa, FL 33602-5824**

---

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

Initials: \_\_\_\_\_

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 12  
201 E Kennedy Blvd Ste 530  
Tampa, FL 33602-5824

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (813)228-2641  
Fax: (813)228-2874

June 6, 2023

Katherine Brezinski, Esq.  
William R. Moseley, Esq.  
Jackson Lewis, LLP  
501 Riverside Ave., Ste. 902  
Jacksonville, FL 32202-4940

Re: Ethos Risk Services  
Case 12-CA-298356

Dear Ms. Brezinski and Mr. Moseley:

This is to advise you that on June 5, 2023, I approved the withdrawal of the following allegations in the charge:

On about (b) (6), (b) (7)(C) 2022, the Employer reprimanded and reduced the responsibilities of (b) (6), (b) (7)(C).

On about (b) (6), (b) (7)(C) 2022, the Employer reduced the role of (b) (6), (b) (7)(C).

This action does not affect the remaining portions of the charge, alleging that, on about (b) (6), (b) (7)(C) 2022, the Employer has interfered with, restrained, and coerced its employees in the exercise of rights protected by Section 7 of the Act by maintaining and enforcing a policy that prohibits employees from discussing wages, hours, or other terms or conditions of employment in violation of Section 8(a)(1) of the Act, and discharged (b) (6), (b) (7)(C) because (b) (6), (b) (7)(C) engaged in protected concerted activities by, inter alia, protesting terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities, in violation of Section 8(a)(1) of the Act, and because (b) (6), (b) (7)(C) filed charges or cooperated with the NLRB in violation of Section 8(a)(1) and (4) of the Act. Those allegations remain outstanding and are being further processed by this Office.

Very truly yours,

*/s/ David Cohen*

David Cohen  
Regional Director

cc: (b) (6), (b) (7)(C)  
Ethos Risk Services  
300 1st Ave S #300, St.  
St. Petersburg, FL 33701

(b) (6), (b) (7)(C)  
[Redacted]



# NOTICE TO EMPLOYEES



## POSTED PURSUANT TO A SETTLEMENT AGREEMENT APPROVED BY A REGIONAL DIRECTOR OF THE NATIONAL LABOR RELATIONS BOARD AN AGENCY OF THE UNITED STATES GOVERNMENT

### THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**YOU HAVE THE RIGHT** to freely speak with coworkers and outside parties about rates of pay, wages, hours of work, and other terms and conditions of employment and **WE WILL NOT** do anything to interfere with your exercise of that right.

**WE WILL NOT** prohibit you from discussing rates of pay, wages, hours of work, or other terms and conditions of employment with coworkers or outside parties.

**WE WILL NOT** discharge you or otherwise discriminate against you because you communicate with coworkers about charges filed under the National Labor Relations Act.

**WE WILL NOT** maintain or enforce any rules or policies that define or characterize employee names, wages, salaries, "any documentation provided by the company," rates of pay, hours of work, or other terms and conditions of employment as confidential information, or that prohibit employees from communicating with coworkers and/or outside parties about such information.

**WE WILL NOT** in any like or related manner interfere with, restrain, or coerce employees in the exercise of the above-stated rights guaranteed under Section 7 of the National Labor Relations Act.

**WE WILL** rescind the following terms from the examples of confidential information listed in the Non-Disclosure section of our Employee Handbook: lists of investigators/employees, wage and salary information, and "any documentation provided by the company."

**WE WILL** rescind from our non-disclosure agreements, confidentiality agreements, and other rules and policies that have been proffered to and/or signed by employees, all provisions that are inconsistent with the above terms of this Notice.

**WE WILL** specify to all of our employees by electronic mail the rescissions of portions of our Employee Handbook, non-disclosure agreements, confidentiality agreements, and other rules and policies that are required pursuant to the above provisions of this Notice.

**WE WILL** pay (b) (6), (b) (7)(C) for the wages and other benefits (b) (6), (b) (7)(C) lost as a result of (b) (6), (b) (7)(C) discharge, plus interest, and **WE WILL** make (b) (6), (b) (7)(C) whole for any other consequential damages suffered as a result of (b) (6), (b) (7)(C) discharge on (b) (6), (b) (7)(C) 2022, including reasonable search-for-work and interim employment expenses, plus interest. (b) (6), (b) (7)(C) is not entitled to reinstatement to (b) (6), (b) (7)(C) former job or a substantially equivalent job because on (b) (6), (b) (7)(C) 2022, (b) (6), (b) (7)(C) had submitted (b) (6), (b) (7)(C) resignation effective on (b) (6), (b) (7)(C) 2022.

**WE WILL** remove from our files all references to the discharge of (b) (6), (b) (7)(C), and **WE WILL** notify (b) (6), (b) (7)(C) in writing that this has been done, that the discharge will not be used against (b) (6), (b) (7)(C) in any way, and that we apologize to (b) (6), (b) (7)(C) for any hardship or distress caused by (b) (6), (b) (7)(C) discharge, and assure (b) (6), (b) (7)(C) that we will respect the rights of our employees to communicate with coworkers about charges filed under the National Labor Relations Act, and to talk to coworkers and outside parties about rates of pay, wages, hours of work, and other terms and conditions of employment.

**WE WILL** compensate (b) (6), (b) (7)(C) for the adverse tax consequences, if any, of receiving a lump-sum backpay award.

**WE WILL** file with the Regional Director for Region 12 a report allocating the backpay award for (b) (6), (b) (7)(C) to the appropriate calendar year(s) and a copy of the W-2 form for (b) (6), (b) (7)(C) reflecting (b) (6), (b) (7)(C) backpay award.

**ETHOS RISK SERVICES, LLC**  
(Employer)

**DATED:** \_\_\_\_\_ **BY:** \_\_\_\_\_  
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Callers who are deaf or hard of hearing who wish to speak to an NLRB representative should send an email to [relay.service@nlrb.gov](mailto:relay.service@nlrb.gov). An NLRB representative will email the requestor with instructions on how to schedule a relay service call.

National Labor Relations Board, Region 12  
201 E Kennedy Blvd Ste 530  
Tampa, FL 33602-5824

Telephone: (813)228-2641  
Hours of Operation: 8 a.m. to 4:30 p.m.

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to Region 12 at [www.nlrb.gov](http://www.nlrb.gov) or (202) 273-2900.

**CERTIFICATION OF POSTING AND EMAILING**

**RE: Ethos Risk Services, LLC  
Case 12-CA-298356**

**Due Date: June 21, 2023**

**(If additional space is needed to provide a full response, attach a sheet(s) with the necessary information.)**

**As required by the Settlement Agreement in this matter, this document is a sworn certification of the steps that the Employer has taken to comply.**

**Physical Posting**

The signed and dated Notice to Employees in the above matter was posted on  
6/21/2023 at the following locations: (List specific places of posting)  
(date)

Kitchen/Breakroom 300 1st Ave S, Suite 300, St. Petersburg, FL 33701

**A legible copy of the signed Notice, displaying full text of the Notice, including the date, signature and title of the responsible official of the Employer was e-filed together with this Certification.**

**Emailing of Notice**

The signed and dated Notice to Employees in the above matter was emailed on 6/21/2023  
(date)  
to all current and former employees who have been employed by the Employer from January 28, 2022, to June 5, 2023.

**A copy of the email with all the recipients' email addresses visible was e-filed together with this Certification.**

I have completed this Certification of Posting and state under penalty of perjury that it is true and correct.

**CHARGED PARTY**

By: (b) (6), (b) (7)(C)

Title: (b) (6), (b) (7)(C)

Date: 6/21/2023

This form should be returned to the Regional Office together with **ONE** original Notice, dated and signed in the same manner as those posted. The Certification of Posting and Emailing form and color-scanned signed Notice should be returned via e-file. Please do not e-mail or physically send hard copies of the Certification of Posting and Emailing form or Notice at this time. If you need assistance in e-filing case documents, please contact the Compliance Assistant assigned to the case.